

MARLENE MATURO  
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PLAINTIFF, PRO SE

UNITED STATES DISTRICT COURT for  
THE DISTRICT OF NEW JERSEY  
NEWARK DIVISION

	§
	§
MARLENE MATURO,	§
	§
Plaintiff,	§ Civil Action # _____
v.	§
BANK OF AMERICA, N.A.;	§ ORIGINAL COMPLAINT FOR:
FANNIE MAE, Federal National Home Mortgage	§ 1. LACK OF STANDING/WRONGFULL FORECLOSE;
	§ 2. FRAUD IN THE CONCEALMENT;
	§ 3. FRAUD IN THE INDUCEMENT
Essex County SHERIFF, ARMANDO FONTOURA	§ 4. INTENTIONAL INFLICTION OF
MERS, Mortgage Electronic Registration Systems	§ EMOTIONAL DISTRESS
	§ 4. DECLARATORY JUDGMENT and
Unknown John Doe 1 to 100, inclusive	§ INJUNCTION;
	§ 5. SLANDER OF TITLE;
	§ 6. QUIET TITLE;
	§ 7. DECLARATORY RELIEF
Defendants ,	§ 8. VIOLATION OF T.I.L.A AND H.O.E.P.A.
	§ 9. VIOLATION OF R.E.S.P.A.
	§ 10. RESCISION
	§ 11. DEMAND FOR JURY TRIAL

MARLENE MATURO's Original Complaint for Declaratory Jugment, Injunctive Relief and Quiet Title  
CONTENTS: 1) CIVIL COVER SHEET  
2) SUMMONS  
3) COMPLAINT  
4) LIS PENDENS  
5) EXHIBITS

1 **TO THE HONORABLE UNITED STATES DISTRICT JUDGE:**

2  
3 **PLAINTIFF'S ORIGINAL COMPLAINT**

4 COMES NOW the Plaintiff, MARLENE MATURO ("Plaintiff"), complaining of the  
5 Defendants as named above, and each of them, as follows:

6 **I. THE PARTIES**

7  
8 1. Plaintiff, Marlene Maturo, is now, and at all times relevant to this action, a resident at  
9 19 Faber Pl, Township of Nutley, County of ESSEX, State of NEW JERSEY.

10 2. Defendant, BANK of AMERICA, N.A., of 100 N. Tryon St. Charlotte, NC 28255, is a  
11 National Banking Association, done business in the County of ESSEX, State of NEW JERSEY.  
12 Plaintiff is further informed and believes, and thereon alleges, that BANK OF AMERICA, is  
13 NOT the Originator of the loan.

14 3. Defendant, FANNIE MAE, Federal National Mortgage Assoc.(herein referred to as  
15 "FANNIE MAE") of 780 3<sup>rd</sup> Ave. #38, New York, NY, 10017. Plaintiff is informed and  
16 believes, and thereon alleges that, Defendant FANNIE MAE IS A FORMERLY PRIVATELY-  
17 OWNED CORPORATION THAT WENT INTO CONSERVATORSHIP under the Federal  
18 Housing Finance Agency for mismanaging its finances. FANNIE MAE is a corporation, doing  
19 business in this State of NEW JERSEY.

20 4. Defendant, Essex County Sheriff of 50 West Market St. Newark, NJ 07102. Plaintiff is  
21 informed and believes, and thereon alleges that, Defendant Sheriff of Essex County, is a  
22 County government, incorporated in the County of Essex, State of NEW JERSEY and is the  
23 purported participant in the imperfect Sheriff's Deed, more particularly described in this  
24 Complaint.

25 5. Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., aka  
26 MERS, Corp. ("MERS"), Plaintiff is informed and believes, and thereon alleges, that MERS is  
27 a corporation duly organized and existing under the laws of NEW JERSEY, whose last known  
28 address is 1818 Library Street, Suite 300, Reston, Virginia 20190; website:  
<http://www.mersinc.org>. MERS is doing business in the County of ESSEX, State of NEW  
JERSEY. Plaintiff is further informed and believes, and thereon alleges, that Defendant MERS

1 is the purported Beneficiary under the Mortgage and/or is a purported participant in the  
 2 imperfect Assignment of the Note and/or the Mortgage, as more particularly described in this  
 3 Complaint.

4 6. At all times relevant to this action, Plaintiff has owned the Property located at 19 Faber  
 5 Pl. Nutley, NJ 07110 (the "Property").

6 7. Plaintiff does not know the true names, capacities, or basis for liability of Defendants  
 7 sued herein as Does 1 through 100, inclusive, as each fictitiously named Defendant is in some  
 8 manner liable to Plaintiff, or claims some right, title, or interest in the Property. Plaintiff will  
 9 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is  
 10 informed and believes, and therefore alleges, that at all relevant times mentioned in this  
 11 Complaint, each of the fictitiously named Defendants are responsible in some manner for the  
 12 injuries and damages to Plaintiff so alleged and that such injuries and damages were  
 13 proximately caused by such Defendants, and each of them.

14 8. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
 15 mentioned, each of the Defendants were the agents, employees, servants and/or the joint-  
 16 venturers of the remaining Defendants, and each of them, and in doing the things alleged  
 17 herein below, were acting within the course and scope of such agency, employment and/or  
 18 joint venture.

## 19 **II. JURISDICTION**

20  
 21  
 22 9. The transactions and events which are the subject matter of this Complaint all occurred  
 23 within the County of ESSEX, State of NEW JERSEY in The United States of America.

24 10. The Property is located within the County of ESSEX, State of NEW JERSEY with an  
 25 address of 19 Faber Pl. Nutley, NJ 07110.

### 26 **Federal Jurisdiction and Venue**

27 (1) Comes now the Plaintiff Marlene Maturo, with this Original Complaint pursuant to Article 1, §  
 28 10(1) First, Fifth, Ninth and Fourteenth Amendments to The Constitution, 28 U.S.C. §§  
 1331, 1343, 42 U.S.C. § §1983 & 1988(a), and Rule 11(b)(2) of the Federal Rules of Civil Procedure.

(2) Each of the Statutes cited above provide this Court with proper subject matter jurisdiction, venue being proper in The United States District Court for the District of New Jersey, because all or most of the transactions or occurrences forming the basis for this Complaint, including the banks, bench and bar judicial conspiracy alleged in the formulation and implementation of an unconstitutional application and construction of New Jersey Statutory and Common Law, took place in New Jersey and all of the Defendants do business in New Jersey.

(3) The central questions presented in this case are: (a) under The Constitution and laws of The United States, can the Judiciary of any State so construe and apply its laws as to create a system which abrogates due process of law and operates to impair the obligations and rights of contract? (b) have the Courts of New Jersey done precisely this in the field of residential mortgage foreclosure? Does Essex County Sheriff, has authority to deed a property to Fannie Mae without the Due process of law?

### **III. INTRODUCTORY ALLEGATIONS**

11. This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, Quiet Title and for compensatory, and punitive damages.

12. Plaintiff, homeowner, disputes the title and ownership of the real property in question (the "Home"), which is the subject of this action, in that the originating mortgage lender, and others alleged to have ownership of Plaintiff's mortgage Note and/or Mortgage, have unlawfully sold, assigned and/or transferred ownership and security interest in a Promissory Note and Mortgage related to my Property, and, thus, do not have lawful ownership or a security interest in Plaintiff's Home which is described in detail herein. For these reasons, the Court should Quiet Title the property back in Plaintiff's name.

13. Additionally, Plaintiff homeowner brings causes of action against all defendants for fraud, intentional infliction of emotional distress, rescission, declaratory relief, concealment and inducement based on violations of T.I.L.A., R.E.S.P.A., and H.O.E.P.A, upon the facts and circumstances surrounding Plaintiff's original loan transaction given a loan to a non-working widow knowing or should have known that I will never be able to repay such loan and loan terms never disclosed to me and stolen of my house in Sheriff's sale, with the complicity and consent of the Essex County Sheriff. Defendants' violations of these laws are additional reasons this Court should quiet title Plaintiff's property and award damages, rescission, declaratory judgment, and injunctive relief as requested below.



**IV. SPECIFIC ALLEGATIONS**

14. On or about NOVEMBER 10, 2006 (hereinafter referred to as “Closing Date”) Plaintiff entered into a consumer credit transaction with Stanley Capital Mortgage Company by obtaining a \$360,000.00 mortgage loan secured by Plaintiff’s principal residence, (Subject Property). This note was secured by a First Mortgage on the Property in favor of MERS, Mortgage Electronic Registration Systems, Inc..

15. Plaintiff’s loan was securitized, with the Note not being properly transferred to Defendant, Bank of America, N.A.

16. As part of the Securitization scam, the banks almost universally separated the promissory note from the Mortgage. Under the common law, the owner of the note has the right to payments on the note, and the owner of the Mortgage has the right to foreclose on the homeowner if the homeowner defaults on the note. Traditionally, before investment banks began securitizing mortgage notes, the holder of the note would universally hold the Mortgage. This made sense because the party with the right to collect payments on the note would want to be able to foreclose using the Mortgage, if the homeowner defaulted.

17. However, to streamline the securitization process, the investment banks created an entity called Mortgage Electronic Registrations System (“MERS”), who is one of the defendants in this case. The investment banks, in addition to using MERS’ electronic database to track the buying, selling, and assignments of securitized mortgage notes (bypassing the county clerks’ offices), would transfer mortgages to MERS, thereby separating the Note from the Mortgage. MERS would hold the Mortgage for whoever later claimed to be the “owner” of the homeowners’ mortgage Note.

18. Plaintiff alleges that Defendants, and each of them, cannot show proper receipt, possession, transfer, negotiations, assignment and ownership of the borrower’s original Promissory Note and Mortgage, resulting in imperfect security interests and claims.

19. Plaintiff further alleges that Defendants, and each of them, cannot establish possession and proper transfer and/or indorsement of the Promissory Note and/or proper assignment of the Mortgage herein; therefore, none of the Defendants have perfected any claim of title or security interest in the Property. Defendants, and each of them, do not have the ability to establish that the mortgages that secure the indebtedness, or Note, were legally or properly acquired.

1       **20.** Plaintiff alleges that an actual controversy has arisen and now exists between the  
2 Plaintiff and Defendants, and each of them. Plaintiff desires a judicial determination and  
3 declaration of its rights with regard to the Property and the corresponding Promissory Note and  
4 Mortgage.

5       **21.** Plaintiff also seeks redress from Defendants identified herein for damages, for other  
6 injunctive relief, and for cancellation of written instruments based upon:

7       **22.**

- 8           a. An invalid and unperfected security interest in Plaintiff's Home hereinafter  
9           described;  
10          b. An incomplete and ineffectual perfection of a security interest in Plaintiff's  
11          Home;

12       **23.** Plaintiff executed a series of documents, including but not limited to a Note and  
13 Mortgage, securing the Property in the amount of note. The original beneficiary and nominee  
14 under the Mortgage was M.E.R.S. Mortgage Electronic Registration Systems.

15       **24.** Plaintiff is informed and believes, and thereon alleges, that the purchase mortgage on  
16 the Property, the debt or obligation evidenced by the Note and the Mortgage executed by  
17 Plaintiff in favour of the original lender and other Defendants, regarding the Property, was not  
18 properly assigned and/or transferred to Defendants operating under Federal and New Jersey  
19 State law to the entities making and receiving the purported assignments to this  
20 Note/Mortgage.

21       **25.** Plaintiff alleges that each Note or Mortgage had to be indorsed, assigned, or  
22 transferred, respectively, to the Note Holder in Due Course. Here, neither the Note and/or the  
23 Mortgage, or both, was legally assigned.

24       **26.** Plaintiff further alleges that even if the Mortgage Note/Mortgage had been transferred,  
25 the transaction is still void as the Note would not have been transferred according to the  
26 requirements of a complete and unbroken chain of transfers/assignments to and from each  
27 intervening party.

28       **27.** Plaintiff is informed and believes, and thereon alleges, that FANNIE MAE  
fraudulantly acquire possession of my property by a Sheriff's Deed. Plaintiff also alleges that  
the Note was secured by the Mortgage. Plaintiff alleges that as of the date of the filing of this  
Complaint, the Mortgage had not been legally assigned to any other party or entity.

1       **28.** Plaintiff is informed and believes, that Defendant Bank of America, N.A., alleges that  
 2 it is the “holder and owner” of the Note and the beneficiary of the Mortgage. However, the  
 3 Note and Mortgage identify the mortgagee and note holder as the original lending institution or  
 4 Mortgage Originator. Documents state that the original lender allegedly sold the mortgage loan  
 5 to an investor and if this investor is FANNIE MAE, they did Not initiate the foreclosure  
 6 complaint.

7       **29.** Plaintiff further alleges that no documents or records can be produced that demonstrate  
 8 that, the Note was duly indorsed, transferred and delivered to Bank of America or Fannie Mae,  
 9 including all intervening transfers. Nor can any documents or records be produced that  
 10 demonstrate that, the Mortgage was duly assigned, transferred and delivered to Bank of  
 11 America, N.A. or FANNIE MAE.

12       **30.** Plaintiff further alleges that any documents that purport to transfer any interest in the  
 13 Note to Bank of America or FANNIE MAE, are fraudulent and void as a matter of law.

14       **31.** Plaintiff’s debt or obligation to Bank of America and/or FANNIE MAE, did not  
 15 comply with any NJ State law, and/or othe laws and statutes, and, thus, do not constitute valid  
 16 and enforceable “True Sale.” Any security interest in the Property was, thus, never perfected.  
 17 The alleged holder of the Note is not the beneficiary of the Mortgage. The alleged beneficiary  
 18 of Plaintiff’s Mortgage does not have the requisite title, perfected security interest or standing  
 19 to proceed in a foreclosure; and/or is not the real party in interest, or agent or nominee of the  
 20 real party in interest, with regard to any action taken or to be taken against the Property.

21       **32.** Plaintiff is also informed and believes, and thereon allegess that at all times herein  
 22 mentioned, and any assignment of a Mortgage without proper transfer of the obligation that it  
 23 secures is a legal nullity.

24       **33.** In order for any defendant, to have a valid and enforceable secured claim against  
 25 Plaintiff’s Home, the party claiming the right to foreclose must prove and certify to all parties  
 26 that, among other things:

- 27           a. There was a complete and unbroken chain of indorsements and transfers of the
- 28           Note from and to each party to the transaction; and
- b. Defendant Bank of America, N.A. had actual physical possession of the Note at
- that point in time, when all indorsements and assignments had been completed.



Absent such proof, Plaintiff alleges that Defendants cannot demonstrate that they had perfected its security interest in Plaintiff's Home that is the subject of this action. Therefore, if the Defendants, and each of them, did not hold and possess the Note at time of Foreclosure complaint, they are estopped and precluded from asserting any secured or unsecured claim in this case, through their agents or otherwise.

**34.** Plaintiff is further informed and believes, and thereon alleges, that the transfers and assignments are absolute, were made for valuable consideration, to wit, and were intended by the parties to be a "bona fide" or a "True Sale." Since, as alleged herein below, True Sale did not actually occur, The fact that Defendant Bank of America and other "Big Banks" submit to Fannie Mae toxic loans from the subprime era, doesn't give the right to Fannie Mae to "order" those "Big Banks" to foreclose on induced mortgagor-homeowners and have their homes stolen Plaintiff alleges that the Defendants are estopped and precluded from asserting any secured or unsecured claim in this case.

**35.** Plaintiff is informed and believes, and thereon alleges, that the Note in this case and the other mortgage loans, were never actually transferred and delivered by the Mortgage Originator to Defendant Bank of America, N.A..

**36.** Based upon the foregoing, Plaintiff is further informed and believes, and thereon alleges, that the following deficiencies exist, in the "True Sale" as to this Mortgage which renders invalid any security interest in the Plaintiff's mortgage, including, but not limited to:

- a. The splitting or separation of title, ownership and interest in Plaintiff's Note and Mortgage of which the original lender is the holder, owner and beneficiary of Plaintiff's Mortgage;
- b. When the loan was sold to each intervening entity, there were no Assignments of the Mortgage to or from any intervening entity at the time of the sale. Therefore, "True Sales" could not and did not occur;
- c. The failure to assign and transfer the beneficial interest in Plaintiff's Mortgage to Bank of America and/or FANNIE MAE ;



d. The failure to indorse, assign and transfer Plaintiff's Note and/or mortgage to Defendants Bank of America and/or FANNIE MAE, in accordance with the Uniform Commercial Code;

e. No Assignments of Beneficiary or Indorsements of the Note to each of the intervening entities in the transaction ever occurred under NEW JERSEY law, which is conclusive proof that no true sales occurred.

**37.** Plaintiff, therefore, alleges, upon information and belief, that none of the Defendants in this case, hold a perfected and secured claim in the Property; and that all Defendants are estopped and precluded from asserting an unsecured claim against Plaintiff's estate

**38.** Furthermore, the terms of the finance transaction with Stanley Capital Mortgage Company and/or MERS, Mortgage Electronic Registration Systems, Inc. are not clear or conspicuous, nor consistent, and are illegal which violates several statutes and is in essence creates a fraudulent and unenforceable loan. Further, this loan was underwritten without proper due diligence by Stanley Capital Mortgage Company as evidenced by their failure to verify my income utilizing signed IRS Income Tax Disclosure Form 4506T which would have provided my past tax returns. Stanley Capital Mortgage Company also used a "GDW Cost of Savings" as the Index for the basis of this loan. Because the Lender controls this Index and it is directly based upon the average rate of interest, it was not a valid index for the basis of the loan.

**39.** In addition, and unbeknownst to Plaintiff, Stanley Capital Mortgage Company illegally, deceptively and/or otherwise unjustly, qualified Plaintiff for a loan which Stanley Capital Mortgage Company knew or should have known that Plaintiff could not qualify for or afford by, for example, the underwriter has approved this loan based upon my credit scores and Stated Income only (famous NINJA and NINA mortgages). Had Stanley Capital Mortgage Company used a more accurate and appropriate factor, such as Tax Forms and a more determinative level of scrutiny of determining comply with the requirement to provide Plaintiff with a Mortgage Loan Origination Agreement the debt to income ratio, Plaintiff would not have qualified for the loan in the first place. Consequently, Stanley Capital Mortgage Company sold Plaintiff a loan product that it knew or should have known would never be able to be fully

1 paid back by Plaintiff. Stanley Capital Mortgage Company ignored long-standing economic  
2 principals of underwriting and instead, knowingly, liberally, greedily and without any regard  
3 for Plaintiff's rights sold Plaintiff a deceptive loan product.

4 **40.** There was no determination of the ability of the borrower to repay the loan, with  
5 complete disregard for the Guidance Letters issued by Federal Agencies and even Federal and  
6 State Law.

7 **41.** Additionally, Defendants, and each of them, neither explained the workings of the  
8 entire mortgage loan transaction, how the rates, finance charges, costs and fees were computed,  
9 nor the inherent volatility of the loan product(s) provided by Defendants.

10 **42.** The purpose of entering into the above-described mortgage loan transactions was for  
11 Plaintiff to eventually own the Property. That purpose was knowingly and intentionally  
12 thwarted and indeed made impossible by Defendants' combined actions as alleged herein.

13  
14  
15 **V. FIRST CAUSE OF ACTION:**  
16 **LACK OF STANDING/WRONGFUL FORECLOSURE**

17  
18 **A. No Defendant has Standing to Foreclose**

19  
20 **43.** Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as though  
21 fully set forth herein.

22 **44.** An actual controversy has arisen and now exists between Plaintiff and Defendants  
23 specified herein above, regarding their respective rights and duties, in that Plaintiff contends  
24 that Defendants, and each of them, do not have the right to foreclose on the Property because  
25 Defendants, and each of them, have failed to perfect any security interest in the Property, or  
26 cannot prove to the court they have a valid interest as a real party in interest to foreclose. Thus,  
27 the purported power of sale, or power to foreclose judicially, by the above specified  
28 Defendants, and each of them, no longer applies.

**45.** Plaintiff further contends that the above specified Defendants, and each of them, do not  
have the right to foreclose on the Property because said Defendants, and each of them falsely

1 or fraudulently prepared documents required for Defendants, and each of them, to foreclose as  
2 a calculated and fraudulent business practice.

3       **46.** Plaintiff requests that this Court find that the purported power of sale contained in the  
4 Note and Mortgage had no force and effect at time of Sheriff sale, because Defendants' actions  
5 in the processing, handling and foreclosure of this loan involved numerous fraudulent, false,  
6 deceptive and misleading practices, including, but not limited to, violations of State laws  
7 designed to protect consumers, which has directly caused Plaintiff to be at an equitable  
8 disadvantage to Defendants, and each of them. Plaintiff further requests that title to the  
9 Property remain in her name, with said Mortgage remaining in beneficiaries' name, during the  
10 pendency of this litigation, and deem that sale of the Property be vacated as it was "unlawful  
11 and void".

12       **47.** Plaintiff is informed and believes, and thereon alleges, that in order to conduct a  
13 foreclosure action, a person or entity must have standing.

14       **48.** Plaintiff is informed and believes, and thereon alleges, that, to perfect the transfer of  
15 mortgage paper as collateral, the owner should physically deliver the note to the transferee.  
16 Without physical transfer, the sale of the note is invalid as a fraudulent conveyance or as  
17 unperfected.

18       **49.** The Note in this action identifies the entity to whom it was payable, the original lender.  
19 Therefore, the Note herein cannot be transferred unless it is indorsed; the attachments to the  
20 notice of default do not establish that indorsements were made, nor are there any other notices  
21 which establish that the original lender indorsed and sold the note to another party.

22       **50.** Furthermore, insofar as the parties to Plaintiff's Note and Mortgage base their claim  
23 that the Note was transferred or assigned to Defendant BANK of AMERICA, by the original  
24 lender, Stanley Capital Mortgage Company, **it is well established state and Federal law that**  
25 **the assignment of a Mortgage does not automatically assign the underlying promissory**  
26 **Note and right to be paid and the security interest is incident of the debt.**

27       **51.** Pursuant to federal and state law, to perfect the transfer of mortgage papers as  
28 collateral for a debt, the owner should physically deliver the Note to the transferee. Without  
physical transfer, the sale of the note is invalid as a fraudulent conveyance, or as unperfected.  
The Note herein specifically identifies the party to whom it was payable to and the Note,  
therefore, cannot be transferred unless it is indorsed.



1       **52.** Defendants, and each of them, cannot produce any evidence that the Promissory Note  
2 has been transferred. The Promissory Note and Mortgage are inseparable: an assignment of the  
3 Note carries the mortgage with it, while an assignment of the Mortgage alone is a nullity.  
4 Therefore, if one party receives the Note and another party receives the Mortgage (as in this  
5 case), the holder of the Note prevails regardless of the order in which the interests were  
6 transferred.

7       **53.** Any attempt to transfer the beneficial interest of the Mortgage without actual ownership  
8 of the underlying Note, is void under law. Therefore, Defendants, Bank of America and/or  
9 FANNIE MAE, cannot establish that it is entitled to assert a claim in this case. For this reason,  
10 as well as the other reasons set forth herein below, Bank of America and/or FANNIE MAE  
11 cannot transfer an interest in real property, and cannot recover anything from Plaintiff.

12       **54.** Defendants, and each of them, through the actions alleged above, have or claim the  
13 right to illegally commence foreclosure under the Note on the Property via a foreclosure action  
14 supported by false or fraudulent documents. Said unlawful foreclosure action has caused and  
15 continues to cause Plaintiff's great and irreparable injury in that real property is unique.

16       **55.** The wrongful conduct of the above specified Defendants, and each of them, unless  
17 restrained and enjoined by an Order of the Court, will continue to cause great and irreparable  
18 harm to Plaintiff. Plaintiff was precluded of the beneficial use and enjoyment of my Home and  
19 will lose the Property in eviction, unless restrained and enjoined by an Order of this Court.

20       **56.** Plaintiff has no other plain, speedy or adequate remedy and the injunctive relief prayed  
21 for below is necessary and appropriate at this time to prevent irreparable loss to Plaintiff.  
22 Plaintiff has suffered and will continue to suffer in the future unless Defendants' wrongful  
23 conduct is restrained and enjoined because real property is inherently unique and it will be  
24 impossible for Plaintiff to determine the precise amount of damage it will suffer.

25       **57.** Pursuant to N.J.2A:62-1 – By person in peaceable possession, a person in the peaceable  
26 possession of lands in this state and claiming ownership thereof, may, when his title thereto, or  
27 any part thereof, is denied or disputed, or any other person claims or is claimed to own the  
28 same or any part thereof or interest therein, or to hold a lien or encumbrance thereon and when  
no action is pending to enforce or test the validity of such title, claim or encumbrance maintain  
an action in the Superior Court to settle the title to such lands and to clear up all doubts and  
disputes concerning the same.



**VI. SECOND CAUSE OF ACTION:**  
**FRAUD IN THE CONCEALMENT**

58. Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as though fully set forth herein.

59. Defendants concealed the fact that: (1) Financial Incentives were paid; (2) existence of Credit Enhancement Agreements, and (3) existence of Acquisition Provisions. Defendants concealed the fact that Borrower's loan changed in character inasmuch as no single party would hold the Note. Changing the character of the loan in this way had a materially negative effect on Plaintiff that was known by Defendant but not disclosed.

60. Defendant knew or should have known that had the truth been disclosed, Plaintiff would not have entered into the Loan.

61. Defendants intended to induce Plaintiff based on these misrepresentations and improper disclosures.

62. Plaintiff's reasonable reliance upon the misrepresentations was detrimental. But for failure to disclose the true and material terms of the transaction, Plaintiff could have been alerted to issues of concern. Plaintiff would have known of Defendants true intentions and profits from the proposed risky loan. Plaintiff would have known that the actions of Defendants would have an adverse effect on the value of Plaintiff's home.

63. Defendants' failure to disclose the material terms of the transaction induced Plaintiff to enter into the loans and accept the Services as alleged herein.

64. Defendants were aware of the misrepresentations and profited from them.

65. As a direct and proximate result of the misrepresentations and concealment Plaintiff was damaged in an amount to be proven at trial, including but not limited to costs of Loan, damage to Plaintiff's financial security, emotional distress, and Plaintiff has incurred costs and Court fees.

66. Defendants are guilty of malice, fraud and/or oppression. Defendants' actions were malicious and done willfully in conscious disregard of the rights and safety of Plaintiff in that the actions were calculated to injure Plaintiff. As such Plaintiff is entitled to recover, in

1 addition to actual damages, punitive damages to punish Defendants and to deter them from  
2 engaging in future misconduct.

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4  
5 **VII. THIRD CAUSE OF ACTION:**  
6 **FRAUD IN THE INDUCEMENT**  
7

8 **67.** Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as though  
9 fully set forth herein.

10 **68.** Defendants, intentionally misrepresented to Plaintiff those Defendants were entitled to  
11 exercise the power of sale provision contained in the Mortgage. In fact, Defendants were not  
12 entitled to do so and have no legal, equitable, or actual beneficial interest whatsoever in the  
13 Property.

14 **69.** Defendants misrepresented that they are the “holder in due course and owner” of the  
15 Note and the beneficiary of the Mortgage. However, this was not true and was a  
16 misrepresentation of material fact. Documents state that the original lender allegedly assigned  
17 the mortgage to MERS. Defendants were attempting to collect on a debt to which they have no  
18 legal, equitable, or pecuniary interest in. This type of conduct is outrageous. Defendants are  
19 fraudulently foreclosing on the Property which they have no monetary or pecuniary interest.  
20 This type of conduct is outrageous.

21 **70.** Defendant's failure to disclose the material terms of the transaction induced Plaintiff to  
22 enter into the loans and accept the Services as alleged herein.

23 **71.** The material misrepresentations were made by Defendants with the intent to cause  
24 Plaintiff to reasonably rely on the misrepresentation in order to induce the Plaintiff to rely on  
25 the misrepresentations and foreclosure on the Property. This material misrepresentation was  
26 made with the purpose to profit from the sale of the Property.

27 **72.** Defendants were aware of the misrepresentations and profited from them.

28 **73.** As a direct and proximate result of the misrepresentations and concealment, Plaintiff  
was damaged in an amount to be proven at trial, including but not limited to costs of Loan,  
damage to Plaintiff's financial security, emotional distress, and Plaintiff has incurred costs and  
Court fees.

1       74. Defendants are guilty of malice, fraud and/or oppression. Defendants' actions were  
 2 malicious and done willfully in conscious disregard of the rights and safety of Plaintiff in that  
 3 the actions were calculated to injure Plaintiff. As such Plaintiff is entitled to recover, in  
 4 addition to actual damages, punitive damages to punish Defendants and to deter them from  
 5 engaging in future misconduct.

6                                   **VIII. FOURTH CAUSE OF ACTION:**  
 7                                   **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
 8

9       75. Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as though  
 10 fully set forth herein.

11       76. Defendants's actions, as set forth herein, have resulted in Plaintiff being threatened  
 12 with the loss of my Property in a wrongfull foreclose sheriff sale and subsequent unlawfull  
 13 deed of property by the Essex County Sheriff to defendant FANNIE MAE and its attempt to  
 14 eviction.

15       77. This outcome has been created without any right or privilege on the part of the  
 16 Defendants, and, as such, their actions constitute outrageous or reckless conduct on the part of  
 17 Defendants.

18       78. Defendants intentionally, knowingly and recklessly misrepresented to the Plaintiff  
 19 those Defendants were entitled to exercise the power of sale provision contained in the  
 20 Mortgage. In fact, Defendants were not entitled to do so and have no legal, equitable, or actual  
 21 beneficial interest whatsoever in the Property.

22       79. Defendants' conduct – fraudulently foreclose or claimed the right to foreclose on a  
 23 property in which they have no right, title, or interest – is so outrageous and extreme that it  
 24 exceeds all bounds which is usually tolerated in a civilized community.

25       80. Such conduct was undertaken with the specific intent of inflicting emotional distress  
 26 on the Plaintiff, such that Plaintiff would be so emotionally distressed and debilitated that I've  
 27 been unable to exercise my legal rights in the Property; the right to title of the Property, the  
 28 right to cure the alleged default, right to verify the alleged debt that Defendants were  
 attempting to collect, and right to clear title to the Property such that said title will regain its  
 marketability and value.

1       **81.** At the time Defendants began their fraudulent foreclosure proceedings, Defendants  
 2 were not acting in good faith while attempting to collect on the subject debt. Defendants, and  
 3 each of them, committed the acts set forth above with complete; utter and reckless disregard of  
 4 the probability of causing Homeowner to suffer severe emotional distress.

5       **82.** As an actual and proximate cause of Defendants' act to fraudulently foreclose on  
 6 Plaintiff's home or claim of the right to foreclose on Plaintiff's home, the Plaintiff has suffered  
 7 severe emotional distress, including but not limited to lack of sleep, anxiety, and depression.

8       **83.** Plaintiff did not default in the manner stated in the Notice of Default, yet because  
 9 Defendants' outrageous conduct, Plaintiff have been living under the constant emotional  
 10 nightmare of losing the Property.

11       **84.** As a proximate cause of Defendants' conduct, Plaintiff has experienced many sleepless  
 12 nights, severe depression, lack of appetite, and loss of peacefull living in my own home.

13       **85.** The conduct of Defendants, and each of them, as herein described, was so vile, base,  
 14 contemptible, miserable, wretched, and loathsome that it would be looked down upon and  
 15 despised by ordinary people. Plaintiff is therefore entitled to punitive damages in an amount  
 16 appropriate to punish Defendants and to deter other from engaging in similar conduct.

## 17 18                                   **IX. FIFTH CAUSE OF ACTION:**

### 19                                   **SLANDER OF TITLE**

20  
21       **86.** Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as though  
 22 fully set forth herein.

23       **87.** Plaintiff incorporates here each and every allegation set forth above. Defendants, and  
 24 each of them, disparaged Plaintiff's exclusive valid title by and through the preparing, posting,  
 25 publishing, and recording of the documents previously described herein, including, but not  
 26 limited to, the Notice of Default, Notice of Sheriff's Sale, Sheriff's Dee to a non-party to the  
 27 transactio (FANNIE MAE) and susequend filed after-Sheriff's Deeed-to- Defendant FANNIE  
 28 MAE , of a fraudulent Assignment from Defendant Bank of America to FANNIE MAE, and  
 the documents evidencing the commencement of judicial foreclosure by a party who does not  
 possess that right (Defendant Bank of America).



1       **88.** Said Defendants knew or should have known that such documents were improper in  
2 that at the time of the execution and delivery of said documents, Defendants had no right, title,  
3 or interest in the Property. These documents were naturally and commonly to be interpreted as  
4 denying, disparaging, and casting doubt upon Plaintiff's legal title to the Property. By posting,  
5 publishing, and recording said documents, Defendants' disparagement of Plaintiff's legal title  
6 was made to the world at large.

7       **89.** As a direct and proximate result of Defendants' conduct in publishing these documents,  
8 Plaintiff's title to the Property has been disparaged and slandered, and there is a cloud on  
9 Plaintiff's title, and Plaintiff has suffered, and continues to suffer, damages in an amount to be  
10 proved at trial.

11       **90.** As a further proximate result of Defendants' conduct, Plaintiff has incurred expenses in  
12 order to clear title to the Property. Moreover, these expenses are continuing, and Plaintiff will  
13 incur additional charges for such purpose until the cloud on Plaintiff's title to the property has  
14 been removed. The amounts of future expenses and damages are not ascertainable at this time.

15       **91.** As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered  
16 humiliation, mental anguish, anxiety, depression, and emotional and physical distress, resulting  
17 in the loss of sleep and other injuries to my health and well-being, and continue to suffer such  
18 injuries on an ongoing basis. The amount of such damages shall be proven at trial.

19       **92.** At the time that the false and disparaging documents were created and published by the  
20 Defendants, Defendants knew the documents were false and created and published them with  
21 the malicious intent to injure Plaintiff and deprive them of their exclusive right, title, and  
22 interest in the Property, and to obtain the Property for their own use by unlawful means.

23       **93.** The conduct of the Defendants in publishing the documents described above was  
24 fraudulent, oppressive, and malicious. Therefore, Plaintiff is entitled to an award of punitive  
25 damages in an amount sufficient to punish Defendants for their malicious conduct and deter  
26 such misconduct in the future.

**X. SIXTH CAUSE OF ACTION:**

**QUIET TITLE**

94. Plaintiff's title to the above-described property is derived as follows: On or about NOVEMBER 10, 2006 (hereinafter referred to as "Closing Date") Plaintiff entered into a consumer credit transaction with Stanley Capital Mortgage Company by obtaining a \$360,000.00 mortgage loan secured by Plaintiff's principal residence, (Subject Property). This note was secured by a Mortgage on the Property in favor of MERS, Mortgage Registration Electronic Systems, Inc..

95. All Defendants named herein claim an interest and estate in the property adverse to plaintiff in that defendant Bank of America and/or FANNIE MAE, asserts it is the owner of the Note secured by the Mortgage to the property the subject of this suit.

96. All Defendants named herein claims an interest and estate in the property adverse to plaintiff in that defendant Bank of America and/or FANNIE MAE, asserts they are the owners of Mortgage securing the note to the property the subject of this suit.

97. The claim of all defendants are without any right whatsoever, and defendants have no right, estate, title, lien or interest in or to the property, or any part of the property.

98. The claim of all defendant herein named, and each of them, claim some estate, right, title, lien or interest in or to the property adverse to plaintiff's title, and these claims constitute a cloud on plaintiff's title to the property.

99. Plaintiff, therefore, alleges, upon information and belief, that none of the Defendants in this case, hold a perfected and secured claim in the Property; and that all Defendants are estopped and precluded from asserting any secured/unsecured claim against Plaintiff's estate.

100. Plaintiff requests the decree permanently enjoin defendants, and each of them, and all persons claiming under them, from asserting any adverse claim to plaintiff's title to the property; and

101. Plaintiff request the court cancel any current or future eviction, vacate Sheriff's sale and award plaintiff costs of this action, and such other relief as the court may deem proper.

**XI. SEVENTH CAUSE OF ACTION:**  
**DECLARATORY RELIEF**

1  
2  
3  
4     **102.**     Plaintiff re-alleges and incorporatess by reference all preceding paragraphs as  
5 though fully set forth herein.

6     **103.**     An actual controversy has arisen and now exists between Plaintiff and  
7 Defendants concerning their respective rights and duties regarding the Note and Mortgage.

8     **104.**     Plaintiff contends that pursuant to the Loan, Defendants do not have authority to  
9 foreclose upon and sold the Property.

10     **105.**     Plaintiff is informed and believes and upon that basis alleges that Defendants  
11 dispute Plaintiff's contention and instead contend they may properly foreclose upon the  
12 Property.

13     **106.**     Plaintiff therefore request a judicial determination of the rights, obligations and  
14 interest of the parties with regard to the Property, and such determination is necessary and  
15 appropriate at this time under the circumstances so that all parties may ascertain and know their  
16 rights, obligations and interests with regard to the Property.

17     **107.**     Plaintiff requests a determination of the validity of the Mortgage as of the date  
18 the Notes were assigned without a concurrent assignation of the underlying Mortgage.

19     **108.**     Plaintiff requests a determination of the validity of the NOD (Notice Of  
20 Default).

21     **109.**     Plaintiff requests a determination of whether Defendant Bank of America, had  
22 authority to foreclose on the Property.

23     **110.**     Plaintiff requests a determination of whether Defendant Essex County Sheriff  
24 had the legal right to deed my property to FANNIE MAE, without the legal due process of  
25 law, and subsequent ilegal assignment from Bank of America to FANNIE MAE, after Sheriff  
26 sale

27     **111.**     Plaintiff requests all adverse claims to the real property must be determined by a  
28 decree of this court.

**112.**     Plaintiff requests the decree declare and adjudge vacate Sheriff's sale and that  
plaintiff is entitled to the exclusive possession of the property.

1       **113.**       Plaintiff requests the decree declare and adjudge vacate any current or future  
2       eviction and that plaintiff owns in fee simple, and is entitled to the quiet and peaceful  
3       possession of, the above-described real property.

4       **114.**       Plaintiff requests the decree declare and adjudge that defendants, and each of  
5       them, and all persons claiming under them, have no estate, right, title, lien, or interest in or to  
6       the real property or any part of the property.

7                               **XII. EIGHTH CAUSE OF ACTION:**

8                               **VIOLATION OF TILA AND HOEPA, 15 U.S.C. § 1601, ET. SEQ.**

9  
10       **115.**       Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
11       though fully set forth herein.

12       **116.**       Plaintiff alleges that the loan that is the subject matter of this complaint was and  
13       is a consumer-credit transaction within the meaning of TILA and HOEPA.

14       **117.**       Defendants violated TILA/HOEPA by failing to provide Plaintiff with accurate  
15       material disclosures required under TILA/HOEPA and not taking into account the intent of the  
16       State Legislature in approving this statute which was to fully inform home buyers of the pros  
17       and cons of adjustable rate mortgages in a language (both written and spoken) that they can  
18       understand and comprehend; and advise them to compare similar loan products with other  
19       lenders. It also requires the lender to offer other loan products that might be more  
20       advantageous for the borrower under the same qualifying matrix.

21       **118.**       Any and all statute[s] of limitations relating to disclosures and notices required  
22       pursuant to 15 U.S.C. § 1601, et.seq. were tolled due to Defendants' failure to effectively  
23       provide the required disclosures and notices.

24       **119.**       As a further direct and proximate result of defendants' conduct, Plaintiff lost  
25       substantial equity in his home, in that they were unable to refinance when his home had a  
26       higher appraisal value.

27       **120.**       As a direct and proximate result of defendants' conduct, Plaintiff was unable to  
28       refinance his home nor offer by Defendant Bank of America to obtain any modification of their  
      loan, which has resulted in Plaintiff being permanently burdened by the fraudulent loan made  
      by defendants.



1       **121.**       An actual controversy now exists between Plaintiff, who contends he has the  
2 right to rescind the loan on the Subject Property alleged in this Complaint, and based on  
3 information and belief, Defendants deny that right.

4       **122.**       As a direct and proximate result of Defendants' violations Plaintiff have  
5 incurred and continue to incur damages in an amount according to proof but not yet ascertained  
6 including without limitation, statutory damages and all amounts paid or to be paid in  
7 connection with the transaction.

8       **123.**       Defendants were unjustly enriched at the expense of Plaintiff who is therefore  
9 entitled to equitable restitution and disgorgement of profits obtained by Defendants.

10       **124.**       Defendants' actions in this matter have been willful, knowing, malicious,  
11 fraudulent and oppressive, entitling Plaintiff to punitive damages in an amount appropriate to  
12 punish Defendants and to deter others from engaging in the same behavior.

13  
14  
15  
16  
17                   **XIII. NINTH CAUSE OF ACTION:**  
18                   **VIOLATION OF RESPA, 1 U.S.C. § 2601 ET. SEQ.**  
19

20       **125.**       Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
21 though fully set forth herein.

22       **126.**       The loan to Plaintiff was a federally regulated mortgage loan as defined in  
23 RESPA.

24       **127.**       Housing and Urban Development's (HUD's) 1999 Statement of Policy  
25 established a two-part test for determining the legality of lender payments to mortgage brokers  
26 for table funded transactions and intermediary transactions under RESPA:

- 27       a) Whether goods or facilities were actually furnished or services were actually performed  
28       for the compensation paid and;  
      b) Whether the payments are reasonably related to the value of the goods or facilities that  
      were actually furnished or services that were actually performed.

1       **128.** In applying this test, HUD believes that total compensation should be scrutinized to  
 2 assure that it is reasonably related to the goods, facilities, or services furnished or performed to  
 3 determine whether it is legal under RESPA. The interest and income that Defendants have  
 4 gained is disproportionate to the situation Plaintiff find themselves in due directly to  
 5 Defendant's failure to disclose that they will gain a financial benefit while Plaintiff suffer  
 6 financially as a result of the loan product sold to Plaintiff.

7       **129.** No separate fee agreements, regarding the use of Stanley Capital Mortgage  
 8 Company "Cost of Savings" as the Index for the basis of this loan, Disclosures of additional  
 9 income due to interest rate increases or the proper form and procedure in relation to the  
 10 Borrower's Rights to Cancel were provided.

11       **130.** Defendants violated RESPA because the payments between the Defendants were  
 12 misleading and designed to create a windfall. These actions were deceptive, fraudulent and  
 13 self-serving.

14       **131.** As a proximate result of Defendants' actions, Plaintiff has been damages in an  
 15 amount not yet ascertained, to be proven at trial.

#### 16                                   **XIV. TENTH CAUSE OF ACTION:**

#### 17                                   **RESCISSION**

18  
 19       **132.** Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
 20 fully set forth herein.

21       **133.** Plaintiff is entitled to rescind the loan and all accompanying loan documents for all  
 22 of the foregoing reasons: 1) TILA Violations; 2) Failure to provide a Mortgage Loan  
 23 Origination Agreement; 3) Fraudulent Concealment; 4) Fraudulent Inducement; ; 5) making  
 24 illegal or fraudulent transfers of the note and Mortgage; and 5) Public Policy Grounds, each of  
 25 which provides independent grounds for relief.

26       **134.** The Truth In Lending Act, 15 U.S.C §1601, et.seq. extends Plaintiff's right to  
 27 rescind a loan to three years from the date of closing if the borrower received false or  
 28 incomplete disclosures of either the loans terms or Borrower's right to rescind. Here,  
 Defendants have failed to properly disclose the details of the loan. Specifically, the initial  
 disclosures do not initial TILA disclosures, and lack of diligence and collusion on the part of  
 the broker, lender and underwriter to place Plaintiff in a loan he could not afford and would

disclosures do not initial TILA disclosures, and lack of diligence and collusion on the part of the broker, lender and underwriter to place Plaintiff in a loan he could not afford and would ultimately benefit Defendants following the negative amortization that accrued.

135. The public interest would be prejudiced by permitting the alleged contract to stand; such action would regard an unscrupulous lender.

136. As a proximate result of Defendants' actions, Plaintiff has been damaged in an amount not yet ascertained, to be proven at trial.

WHEREFORE, Plaintiff prays for rescission of the stated loan in its entirety.

#### **XV. DEMAND FOR JURY TRIAL and PRAYER FOR RELIEF**

WHEREFORE Plaintiff, Demands for Jury Trial and ask for the following for each Cause of Action to be awarded:

##### **FIRST CAUSE OF ACTION - STANDING**

1. For Compensatory Damages to Plaintiff in an amount to be determined by proof at trial, not less than \$500,000.00;
2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;
3. For Restitution as allowed by law;
4. For Costs of this action;
5. For Declaratory Relief, including but not limited to the following Decrees of this Court that:
  - a. Plaintiff is the prevailing party;
  - b. The Defendants have no enforceable secured or unsecured claim against the Property;
  - c. The Mortgage Originator has no enforceable secured or unsecured claim against the Property;
  - d. Determines all adverse claims to the real property in this proceeding;
  - e. Plaintiff is entitled to the exclusive possession of the property;
  - f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession of, the above-described real property.

1                   **SECOND CAUSE OF ACTION – FRAUD IN THE CONCEALMENT**

- 2           1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
3           than \$500,000.00;  
4           2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
5           3. For Restitution as allowed by law;

6                   **THIRD CAUSE OF ACTION – FRAUD IN THE INDUCEMENT**

- 7           1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
8           than \$500,000.00;  
9           2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
10          3. For Restitution as allowed by law;

11                   **FOURTH CAUSE OF ACTION – I.I.E.D.**

- 12          1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
13          than \$500,000.00;  
14          2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
15          3. For Restitution as allowed by law;

16                   **FIFTH CAUSE OF ACTION – SLANDER OF TITLE**

- 17          1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
18          than \$500,000.00;  
19          2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
20          3. For Restitution as allowed by law;  
21          4. For Costs of this action;  
22          5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
23          that:  
24                  a. Plaintiff, Plaintiff is the prevailing party;  
25                  b. The Defendants have no enforceable secured or unsecured claim against the  
26                  Property;  
27                  c. The Mortgage Originator has no enforceable secured or unsecured claim against  
28                  the Property;  
                d. Determines all adverse claims to the real property in this proceeding;  
                e. Plaintiff is entitled to the exclusive possession of the property;



1 f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
2 of, the above-described real property.

3 g. Defendants, and each of them, and all persons claiming under them, have no  
4 estate, right, title, lien, or interest in or to the real property or any part of the  
5 property.

6 **SIXTH CAUSE OF ACTION – QUIET TITLE**

7 1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
8 than \$500,000.00;

9 2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;

10 3. For Restitution as allowed by law;

11 4. For Costs of this action;

12 5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
13 that:

14 a. Plaintiff, Plaintiff is the prevailing party;

15 b. The Defendants have no enforceable secured or unsecured claim against the  
16 Property;

17 c. The Mortgage Originator has no enforceable secured or unsecured claim against  
18 the Property;

19 d. Determines all adverse claims to the real property in this proceeding;

20 e. Plaintiff is entitled to the exclusive possession of the property;

21 f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
22 of, the above-described real property.

23 g. Defendants, and each of them, and all persons claiming under them, have no  
24 estate, right, title, lien, or interest in or to the real property or any part of the  
25 property.

26 **SEVENTH CAUSE OF ACTION – DECLARATORY RELIEF**

27 1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
28 than \$500,000.00;

2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;

3. For Restitution as allowed by law;

4. For Costs of this action;

1 5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
2 that:

- 3 a. Plaintiff, Plaintiff is the prevailing party;  
4 b. The Defendants have no enforceable secured or unsecured claim against the  
5 Property;  
6 c. The Mortgage Originator has no enforceable secured or unsecured claim against  
7 the Property;  
8 d. Determines all adverse claims to the real property in this proceeding;  
9 e. Plaintiff is entitled to the exclusive possession of the property;  
10 f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
11 of, the above-described real property.  
12 g. Defendants, and each of them, and all persons claiming under them, have no  
13 estate, right, title, lien, or interest in or to the real property or any part of the  
14 property.

15 **EIGHTH CAUSE OF ACTION – VIOLATION OF T.I.L.A.**

- 16 1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
17 than \$500,000.00;  
18 2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
19 3. For Restitution as allowed by law;  
20 4. For Costs of this action;  
21 5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
22 that:

- 23 a. Plaintiff, Plaintiff is the prevailing party;  
24 b. The Defendants have no enforceable secured or unsecured claim against the  
25 Property;  
26 c. The Mortgage Originator has no enforceable secured or unsecured claim against  
27 the Property;  
28 d. Determines all adverse claims to the real property in this proceeding;  
e. Plaintiff is entitled to the exclusive possession of the property;  
f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
of, the above-described real property.

1 g. Defendants, and each of them, and all persons claiming under them, have no  
2 estate, right, title, lien, or interest in or to the real property or any part of the  
3 property.

4 **NINTH CAUSE OF ACTION – VIOLATION OF R.E.S.P.A.**

- 5 1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
6 than \$500,000.00;  
7 2. For Punitive Damages as allowed by law, not less than \$5,000,000.00;  
8 3. For Restitution as allowed by law;  
9 4. For Costs of this action;  
10 5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
11 that:

- 12 a. Plaintiff, Plaintiff is the prevailing party;  
13 b. The Defendants have no enforceable secured or unsecured claim against the  
14 Property;  
15 c. The Mortgage Originator has no enforceable secured or unsecured claim against  
16 the Property;  
17 d. Determines all adverse claims to the real property in this proceeding;  
18 e. Plaintiff is entitled to the exclusive possession of the property;  
19 f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
20 of, the above-described real property.  
21 g. Defendants, and each of them, and all persons claiming under them, have no  
22 estate, right, title, lien, or interest in or to the real property or any part of the  
23 property.

24  
25 **TENTH CAUSE OF ACTION - RESCISSION**

- 26 1. For Compensatory Damages in an amount to be determined by proof at trial, not less  
27 than \$500,000.00;  
28 2. For Punitive Damages as allowed by law not less than \$5,000,000.00;  
3. For Restitution as allowed by law;  
4. For Costs of this action;

1 5. For Declaratory Relief, including but not limited to the following Decrees of this Court  
2 that:

- 3 a. Plaintiff, Plaintiff is the prevailing party;  
4 b. The Defendants have no enforceable secured or unsecured claim against the  
5 Property;  
6 c. The Mortgage Originator has no enforceable secured or unsecured claim against  
7 the Property;  
8 d. Determines all adverse claims to the real property in this proceeding;  
9 e. Plaintiff is entitled to the exclusive possession of the property;  
10 f. Plaintiff owns in fee simple, and is entitled to the quiet and peaceful possession  
11 of, the above-described real property.  
12 g. Defendants, and each of them, and all persons claiming under them, have no  
13 estate, right, title, lien, or interest in or to the real property or any part of the  
14 property.

15  
16 **CERTIFICATION BY PLAINTIFF PURSUANT TO RULE 11(b)(2) of**  
17 **THE FEDERAL RULES OF CIVIL PROCEDURE**  
18

19 (B) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written  
20 original Complaint, by signing, filing, submitting, or later advocating it- Plaintiff, an  
21 unrepresented party certifies that to the best of her knowledge, information, and belief,  
22 formed after an inquiry reasonable under the circumstances:

23 (2) the claims, defenses, and other legal contentions are warranted by existing law or by  
24 a no frivolous argument for extending, modifying, or reversing existing law or for  
25 establishing new law;

26  
27 Dated: 1 / 18, 2016  
28



MARLENE MATURO, Plaintiff Pro Se